



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

January 07, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 January 7, 2014

Sachi C. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZATION TO EXTEND CONTRACT NUMBER 76922
FOR LANDSCAPE AND GROUND MAINTENANCE SERVICES
FOR A LANDSCAPING AND LIGHTING ACT DISTRICT 2
ZONE 26 (EMERALD CREST)
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

The recommended action will extend the Landscape and Ground Maintenance Services Contract for Landscaping and Lighting Act District 2, Zone 26 (Emerald Crest).

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Contract Amendment categorically exempt from the California Environmental Quality Act because the Contract Amendment consists of maintenance of existing facilities involving negligible or no expansion of the existing use and for the reasons stated herein and the reasons reflected in the record of the Contract.
2. Approve and authorize the Director of the Department of Parks and Recreation, to execute Amendment Number 1, to extend Contract Number 76922, for Zone 26 (Emerald Crest), with Rich Meier's Landscaping, Inc., for one year, for a total annual Contract cost of \$8,665, and four one-year renewal options, for a maximum potential term of five years, and an anticipated total maximum Contract cost of \$43,325, effective February 1, 2014.
3. Authorize the Director of the Department of Parks and Recreation to exercise four Contract renewal options annually, if in the opinion of the Director, the Contractor has successfully performed the previous Contract period and the services are still required and cost effective. Such renewal may include a cost of living adjustment, per option year, subject to approval by the Chief Executive Office.

4. Authorize the Director of the Department of Parks and Recreation to increase the Landscape and Ground Maintenance Services Contract for Zone 26 (Emerald Crest) cost by up to \$3,000, annually, for a total maximum contract cost of \$11,665, as a contingency amount, for unforeseen services/emergencies and/or additional work within the scope of the contract, which could increase the total annual Contract amount to a maximum of \$58,325.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to extend the term of the Landscape and Ground Maintenance Services Contract Number 76922 for Zone 26 (Emerald Crest), with Rich Meier's Landscaping, Inc. (Rich Meier's) for an initial one-year term and four one-year renewal options, for a potential maximum five-year term. The current term expires January 31, 2014.

On January 13, 2009, your Board approved the Contract, with Rich Meier's for Zone 26 (Emerald Crest), Zone 33 (Canyon Park), and Zone 65 (Fair Oaks Ranch), collectively known as the "Northeast County Zones" (NE County Zones), for a total maximum Contract cost of \$121,162.45, for an initial two-year term with three one-year renewal options.

On December 1, 2012, the Department of Parks and Recreation (Department), transferred landscape and ground maintenance responsibilities for Zone 33 (Canyon Park) and Zone 65 (Fair Oaks Ranch) of the Contract, to the City of Santa Clarita. Consequently, the Contract's annual Contract amount was reduced from \$121,163 to \$8,665, since only Zone 26 (Emerald Crest) remained. Rich Meier's maintained the contractual responsibility for Zone 26 (Emerald Crest).

The Department has elected not to do a solicitation for Zone 26 (Emerald Crest), at this time, due to the remote geographical location of Zone 26 (Emerald Crest); the budget constraints of the Special District Zone 26 (Emerald Crest); and the potential cost increase of a re-solicitation process. The recommended action, to extend the term for an additional one year, and four one-year renewal options, with Rich Meier's, will ensure and secure the uninterrupted landscape and ground maintenance services, for Zone 26 (Emerald Crest), at the current Contract cost. The Department will re-examine the possibility of incorporating Zone 26 (Emerald Crest) into a future solicitation, servicing the surrounding area, at the time of expiration.

Implementation of Strategic Plan Goals

The recommended action will further the County of Los Angeles (County's) Strategic Plan Goals of Operational Effectiveness (Goal 1), by maximizing the effectiveness of landscape and ground maintenance services, to support timely delivery of customer-oriented and efficient public services, and Fiscal Sustainability (Goal 2), by strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

The annual cost of the Contract is \$8,665, for a total maximum Contract cost of \$43,325. Additionally, the Contract will have a maximum \$3,000 annual contingency increase, for unforeseen services/emergencies and/or additional work within the scope of the Contract, which could increase the total annual Contract amount to a maximum of \$58,325.

OPERATING BUDGET IMPACT

The recommended actions will have no impact on the Department's Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 13, 2009, your Board approved the Contract, for the NE County Zones, for an initial two-year term with three one-year options. The Director of the Department of Parks and Recreation has exercised all the option years for the Contract; therefore, this Contract expires on January 31, 2014.

On December 1, 2012, the Department transferred the landscape and ground maintenance services responsibilities of Zone 33 (Canyon Park) and Zone 65 (Fair Oaks Ranch) to the City of Santa Clarita, thus reducing the services of the Contract to the one remaining area of Zone 26 (Emerald Crest).

Rich Meier's has agreed to all the current Contract rates, terms, and specifications.

County Counsel has approved this Amendment as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Contract Amendment for landscape and grounds maintenance services is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Contract Amendment consists of maintenance of existing facilities involving negligible or no expansion of an existing use.

CONTRACTING PROCESS

On January 13, 2009, your Board approved Contract 76922 to provide landscape and ground maintenance services for the NE County Zones.

On April 2, 2009, your Board approved Change Notice Number 1, to the Contract, revising the Contract's term commencement date to February 1, 2009.

On December 1, 2012, your Board approved the transfer of the landscape and ground maintenance services responsibilities for Zone 33 (Canyon Park) and Zone 65 (Fair Oaks Ranch) to the City of Santa Clarita.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Contract Amendment will not infringe on the role of the County, in its relationship to its residents, and the County's ability to respond to emergencies, will not be impaired. In addition, the County has determined that it has alternative resources available in the event of a default. This Contract Amendment will not result in the displacement of any County personnel, as these services are currently being performed by the private sector. Therefore, there will be no negative impact to existing staff or service levels.

CONCLUSION

In addition, it is requested that one adopted copy be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact Kathy Avina at (626) 821-4609 or kavina@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parks.lacounty.gov, Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney".

RUSS GUINEY

Director

RG:JW:RM

KEH:CM:IS:rc

Attachment

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**CONTRACT AMENDMENT FOR CONTRACT NUMBER 76922 FOR
LANDSCAPE AND GROUND MAINTENANCE SERVICES FOR
LANDSCAPING AND LIGHTING ACT DISTRICT 2
ZONE 26 (EMERALD CREST)**

THIS CONTRACT EXTENSION TO THE LANDSCAPE AND GROUND MAINTENANCE SERVICES CONTRACT, made and entered this _____ day of _____, 2014

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

RICH MEIER'S LANDSCAPING, INC., hereinafter referred to as "Contractor" for landscape and ground maintenance services, hereinafter referred to as "services" for Zone 26 Emerald Crest.

RECITALS

WHEREAS, on January 13, 2009, County Board of Supervisors (Board) and Rich Meier's Landscaping, Inc., entered into a landscape and ground maintenance services Contract for Zone 26 (Emerald Crest), Zone 33 (Canyon Park), and Zone 65 (Fair Oaks Ranch), collectively known as the Northeast County Area Zones, further identified as County Contract Number 76922, hereinafter referred to as "Contract", and any amendments thereto; and

WHEREAS, on April 2, 2009, the Director of Parks and Recreation(Director) executed Change Notice Number 1, to revise the Contract term commencement date to February 1, 2009, in order to be consistent with the Board Letter recommendation, for the Contract award.

WHEREAS, on December 1, 2012, the landscape and ground maintenance responsibilities for Zone 33 (Canyon Park) and Zone 65 (Fair Oaks Ranch) of the Contract, were transferred to the City of Santa Clarita and the Contract sum was reduced; and

WHEREAS, the County desires that the landscape and ground maintenance services Contract term for Zone 26 (Emerald Crest) be extended, for an additional one (1) year and four (4) one-year options, beginning February 1, 2014, with Contractor under the existing terms and conditions of the Contract; and

WHEREAS, the County reserves the right to amend other terms and conditions in the Contract as they become necessary; and

WHEREAS, the Director has prepared said Contract Amendment and Contractor concurs with the proposed modifications; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the County and Contractor hereto agree that the Contract between them shall be amended as follows:

1.0 APPLICABLE DOCUMENTS

The existing Section 1.0, Applicable Documents, of the Contract, is amended to add the following:

- 1.1 Exhibit O - County's Property Tax Reduction Ordinance
- 1.2 Exhibit P - Certification of Compliance with County's Green Initiatives
- 1.3 Exhibit Q - County's Smoking Ban Ordinance

2.0 TERM

The existing Section 4.0, Term of Contract, of the Agreement, is amended to add the following paragraph:

- 4.6 Effective February 1, 2014, the term of this Contract is extended for an additional one (1) year and four (4) one-year options and subject to the existing termination conditions herein stated.

3.0 CONTRACT SUM

The existing Section 5.0, Contract Sum, of the Contract, is amended to add the following subparagraph:

- 5.3.1 Effective February 1, 2014, payments will continue at the rates identified in Exhibit 1, of this Contract Amendment, attached hereto and incorporated herein by reference and made part of this Contract.

4.0 COUNTY SMOKING BAN ORDINANCE

A new Section 9.51, entitled Compliance with County's Smoking Ban Ordinance is added to the Contract and shall read as follows:

"9.51 COMPLIANCE WITH COUNTY'S SMOKING BAN ORDINANCE

This Contract is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code."

5.0 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

5.01 A new Section 9.52, entitled Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program is added to the Contract and shall read as follows:

"9.52 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.52.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Contract are current in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

9.52.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206."

5.02 A new Section 9.53, entitled Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program is added to the Contract and shall read as follows:

"9.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.52, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provisions of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code chapter 2.206."

6.0 CONTRACT PERFORMANCE

A new Section 9.54, entitled Contractor Performance is added to the Contract and shall read as follows:

"9.54 CONTRACTOR PERFORMANCE

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option."

7.0 GREEN INITIATIVES

A new Section 9.55, entitled Green Initiatives is added to the Contract and shall read as follows:

"9.55 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor's products prior to their use."

8.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Contract Amendment shall remain in full force and effect and are hereby reaffirmed.

9.0 EFFECTIVE DATE


The effective date of this Contract Amendment shall be the date, month, and year first written above.

IN WITNESS WHEREOF, the Contractor has executed this Contract Amendment to Contract Number 76922, or caused it to be duly executed, and the County, by order of its Board of Supervisors, has caused this Contract Amendment be executed on its behalf by the Director of the Department of Parks and Recreation thereof, on the date, month and year first written above.

COUNTY OF LOS ANGELES


By _____
RUSS GUINEY, Director
Department of Parks and Recreation

CONTRACTOR

By  for Rich Meier
Richard Meier, President
Rich Meier's Landscaping, Inc.

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By 
Christina A. Salseda
Principal Deputy County Counsel

STATE OF CALIFORNIA }
 } s.s.
COUNTY OF LOS ANGELES }

On this 13TH day of November, 2013, before me,
Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles,
personally appeared Richard Cambeliza, as the Operations Manager
of Rich Meier's Landscaping, Inc. personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that the person executed the same in his/her authorized
capacity, and that by his/her signature on the instrument the Corporation upon behalf of
which the person acted, executed the instrument.

WITNESS my hand and official seal.



Dean C. Logan
Registrar-Recorder/County Clerk
County of Los Angeles

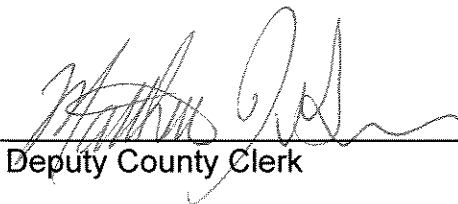
By 
Deputy County Clerk

EXHIBIT 1

COUNTY OF LOS ANGELES DEPERATMENT OF PARKS AND RECREATION ZONE 26 EMERALD CREST

Landscape Ground Maintenance Services
Contract Number 76022

Scheduled Invoice Due Dates and Amounts Effective February 1, 2014

Monthly Service Provided	Invoice Due By 15 th of Each Month	Emerald Crest Zone 26
February 2014	March-2014	\$722.00
March 2014	April-2014	\$722.00
April 2014	May-2014	\$722.00
May 2014	June-2014	\$722.00
June 2014	July-2014	\$722.00
July 2014	August-2014	\$722.00
August 2014	Septemebr-2014	\$722.00
September 2014	October-2014	\$722.00
October 2014	Novemner-2014	\$722.00
November 2014	December-2014	\$722.00
December 2014	January2015	\$722.00
January 2015	February-2015	\$723.00
TOTAL ANNUAL AMOUNT		\$8,665.00

Amendment Number 1, Contract No. 76922
LLD-2 Zone 26 Emerald Crest
Landscape and Ground Maintenance Service

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



EXHIBIT P

COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

CERTIFICATION OF COMPLIANCE

GREEN INITIATIVES

I, Rich Cambalino, as the Operation Manager
Name (please print or type) Title
of Rich Macer's Landscaping Inc providing services at
Name of company
ZONE 26 EMERALD CREST
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

[Signature]
Signed

11-13-13
Dated

EXHIBIT Q

County of Los Angeles

Smoking Ban Ordinance

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]